


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. HSHQDC-08-R-00070	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/08/2008	PAGE OF PAGES 1 40	

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. V447026N	6. PROJECT NO. AREA A POWER
7. ISSUED BY Department of Homeland Security Office of Procurement Operations Departmental Operations Division Room 3051-65, Attn: Paula Nusbaum 245 Murray Lane, SW, Bldg 410 Washington DC 20528	CODE DHS/OPO/DEPT.OPS	8. ADDRESS OFFER TO Department of Homeland Security Office of Procurement Operations 245 Murray Lane, SW, Bldg 410 Washington, DC 20528	
9. FOR INFORMATION CALL: 	a. NAME Paula Nusbaum	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-447-5580	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

The Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Mount Weather Emergency Operations Center (MWEOC) requires labor, and equipment for the upgrade of Mount Weather's Area A electrical

The Magnitude of the Construction Project is estimated to be more than \$10,000,000.00.

The Designer of Record for this contract is Cervantes and Associates.

This is a Firm-Fixed Price Contract.

11. The Contractor shall begin performance <u>14</u> calendar days and complete it within <u>540</u> calendar days after receiving <u>Section F1</u>	
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>Section F1</u> .)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 12b. CALENDAR DAYS <u>14</u>
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1300</u> (hour) local time <u>09/12/2008</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than item 14.)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

DHS/OPO/DEPT.OPS

27. PAYMENT WILL BE MADE BY

Department of Homeland Security
Office of Procurement Operations
Departmental Operations Division
Room 3051-65, Attn: Paula Nusbaum
245 Murray Lane, SW, Bldg 410
Washington DC 20528

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE☐ 28. NEGOTIATED AGREEMENT(Contractor is required to sign this document and return 1 copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

Johnnie Lewis-Banks

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-08-R-00070

PAGE 3 OF 40

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Area A Power	1	LS		

SECTION C - STATEMENT OF WORK

- C-1 The Contractor shall furnish and install a new generator building and site distribution in accordance with Attachment A - Specifications and Attachment B - Drawings.
- C-2 The work includes, but is not limited to, building construction, sitework, site and building electrical installation, HVAC, plumbing, fuel distribution and fire protection.
- C-3 Required work for this contract is to be performed within and including the limits of disturbance, clearing, and grading as shown on drawings. Use applicable drawings and specifications for guidance.
- C-4 The Contractor is to furnish, deliver and install four generators and the equipment necessary to facilitate a fully operational system as shown on the drawings.
- C-5 The building systems and layouts must be compatible with the generators submitted. See Attachment A - Specification Section 01600 Product Requirements.
- C-6 The Contractor shall also perform the following work, which is not show on the drawings:

The Contractor shall furnish and install a new fuel line and control wiring for fuel extension from new generator building to fill station located between Bldg. 411 and Handhole #11. The Fill station is located inside a high-voltage electric fence and the Contractor shall pre-coordinate this work with the COTR.

Path: New ¾ HP pump inside of Generator Building at approximately A3 grid location. See M-310 on Part 3 plans. Use new fuel trench as shown on S-101. Extend trench to building exterior at approximately A5 grid location. New trench to new handhole adjacent to new electric manhole #5A. See C-009 and E-003 on Part 2 plans. The new fuel line is to follow the new electric ductbank to new electric manhole #11. See E-004 on Part 2 plans. Install new fuel line and control line to fill station between Building 411 and new MH #11 which is a distance of approximately 150 feet. Use new comm pipe for control wiring from new building to MH #11.

Requirements for the new fuel line include:

1. Use ¾" control wiring.
2. Use 1" fuel line in containment per code.
3. Install 3 backflow preventers in handholes equally spaced in new path.
4. Pump: Fuel Management Systems size 202, 100psi, 208 3-phase with double simplex stainers or approved equal.

The Contractor shall submit shop drawings for the fuel line installation and the manufacturer's specification for the pump.

SECTION D - PACKAGING AND MARKING

D-1 Marking

All information submitted to the Government, whether submitted electronically, through the postal system, or in person, shall clearly indicate the project title, contract number and the names of the Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR).

D-2 Payment of Postage and Fees

All postage and fees related to submitting information including forms, reports, submittals, etc., to the CO or the COTR shall be paid by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 FAR Clause Incorporated by Reference

The following clause is incorporated by reference:

FAR 52.246-12 Inspection of Construction (Aug 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F-1 FAR Clauses Incorporated in Full-Text

The following clauses are incorporated in full-text:

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 14 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work not later than 540 calendar days after the date of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

FAR 52.236-1 Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15%) percent of the total amount of work to be performed under this contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

F-2 FAR Clauses Incorporated by Reference

FAR 52.252-2 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> and <http://farsite.hill.af.mil/VFHSAR1.htm>.

The following clauses are incorporated by reference:

FAR 52.211-13 Time Extensions

FAR 52.242-14 Suspension of Work (Apr 1984)

F-3 Place of Performance

All work shall be performed at the following location:

Mount Weather Emergency Operations Center
19844 Blue Ridge Mountain Road
Mount Weather, Virginia 20135

F-4 Work Hours

Work shall be accomplished during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized in writing by the COTR.

F-5 Legal Holidays

The U.S. Department of Homeland Security personnel observe the following days and holidays:

Holiday	Date
New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on-site under this contract on the holidays set forth above. The Contractor shall not charge any holiday as a direct charge to the contract. In the event contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event DHS grants administrative leave to its Government employees at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient staff personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instruction issued by the Contracting Officer and/or COTR. In each instance when the site is closed to contractor personnel as a result of inclement weather, potentially hazardous conditions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies.

F-6 Delivery of Materials

The Contractor shall arrange deliveries of materials in accordance with their construction schedule. The Contractor shall coordinate deliveries with the COTR to avoid conflict with work and conditions at the site.

Deliveries to Mount Weather are permitted between the hours of 7:00 a.m. and 4:00 p.m, Monday through Friday, provided that parking and other Government activities are not disrupted. When the COTR determines the deliveries will be disruptive, deliveries may be scheduled during the weekend hours with a minimum notification of 48 hours. All deliveries must be scheduled with the COTR a minimum of 48 hours in advance of the delivery.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Preconstruction Conference

A Preconstruction Conference will be held no later than 14 calendar days after contract award. At a minimum the Contractor's Program Manager and Superintendent will be required to attend the Preconstruction Conference. The Conference will be held at Mount Weather and will be coordinated by the Contracting Officer after contract award.

G-2 Invoices

In addition to the FAR clauses 52.232-5 Payments under Fixed-Price Construction Contracts and 52.232-27 Prompt Payment for Construction Contract incorporated in Section I, the Contractor is to adhere to the following procedures when submitting invoices:

When a Contractor is preparing an invoice for submission, the Contractor shall first send a draft invoice to the CO and COTR for a simultaneous review. The CO will provide consolidated comments to the Contractor on that invoice within 5 calendar days.

After the Contractor receives approval from the CO and COTR on the draft invoice, the Contractor shall submit a final invoice to the address specified in Block 27 of the SF1442. The Contractor shall also submit an electronic copy of the invoice to the CO and COTR.

When submitting the final invoice, the Contractor is required to submit payroll information for all personnel performing work under this contract. The Contractor is required to submit payrolls for both employees of the prime contractor and any subcontractors. The CO will not approve a progress payment invoice if there are missing payrolls for the time period covered in the invoice.

G-3 Progress Meetings

The Contractor shall be available to meet with the COTR and the Contracting Officer upon request and on a biweekly basis to present deliverables, discuss progress, exchange information and resolve emerging technical problems and issues. These meetings shall take place at Mount Weather or via teleconference.

G-4 Contracting Officer/Contract Specialist Contact Information

The Contracting Officer (CO) is:

Johnnie Lewis-Banks
Department of Homeland Security
Office of Procurement Operations
Departmental Operations Division
245 Murray Lane, SW, Bldg 410
Mail Stop 0350
Washington, D.C. 20528
Phone: 202-447-5583
Fax: 202-447-5545
E-mail: johnnie.lewis-banks@dhs.gov

The Contract Specialist (CS) is:

Paula Nusbaum
Department of Homeland Security
Office of Procurement Operations
Departmental Operations Division
245 Murray Lane, SW, Bldg 410
Mail Stop 0350
Washington, DC. 20528
Phone: 202-447-5580
Fax: 202-447-5545
E-mail: paula.nusbaum@dhs.gov

G-5 Contracting Officer's Technical Representative Contact Information

The Contracting Officer's Technical Representative (COTR) is:

Name: TBD*
Department of Homeland Security
Federal Emergency Management Agency
Mount Weather Emergency Operations Center
19844 Blue Ridge Mountain Road
Mount Weather, VA 22611
Phone: TBD
Fax: TBD
E-mail: TBD

* The COTR's contact information will be incorporated into the awarded contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 Davis-Bacon Rates

The FAR Clause 52.222-6 Davis-Bacon Act (Jul 2005) is incorporated into Section I of this contract. Attachment C - Davis-Bacon Wage Determination VA070048 incorporates the wages for Loudoun County into this contract.

The Government reserves the right to perform labor rate compliance reviews at any time during the performance of the contract to verify that personnel are being paid the minimum Davis-Bacon wage.

H-2 Mount Weather Security Access Procedures

Each individual entering the Mount Weather facility must follow the security procedures outlined in Attachment D - Area A Access Policy for the MWEOC.

The Contractor shall submit the form included as Attachment E - Mount Weather Access Application within 48 hours prior to reporting onsite at Mount Weather.

H-3 Advertisements, Publicizing Awards, and News Releases

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services

H-4 Supervision of Contractor's Employees

The Government shall not exercise any supervision or control over the Contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the Contractor, who in turn is responsible to the Government.

Personnel assigned to render services under this contract shall at all times be employees of the Contractor and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

During all times on Government premises, the Contractor's personnel shall comply with the rules and regulations governing conduct of personnel and operation of the facility.

H-5 Environmental Impact

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the Contractor and by their subcontractors in accordance with all applicable Federal, state, and Local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered

Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the Contractor or any subcontractor regarding removal or disposal of any hazardous waste, the Contractor shall reimburse the Government for all such liability.

H-6 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details.

SECTION I - CONTRACT CLAUSES

I-1 FAR Clauses Incorporated by Reference

FAR 52.252-2 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> and <http://farsite.hill.af.mil/VFHSAR1.htm>.

FAR Clauses Incorporated by Reference		
Clause	Title	Date
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Sep 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contractor Registration	Jul 2006
52.204-9	Personal Identify Verification of Contractor Personnel	Nov 2006
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sep 2006
52.215-2	Audit and Records - Negotiation	Jun 1999
52.215-8	Order of Precedence - Uniform Contract Format	Oct 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jul 2005
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan	Sep 2006
52.219-16	Liquidated Damages - Subcontracting Plan	Jan 1999
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting	Oct 1999
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-6	Davis-Bacon Act	Jul 2005
52.222-7	Withholding of Funds	Feb 1998
52.222-8	Payrolls and Basic Records	Feb 1988
52.222-9	Apprentices and Trainees	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	Feb 1988
52.222-11	Subcontracts (Labor Standards)	Jul 2005
52.222-12	Contract Termination - Debarment	Feb 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	Feb 1988
52.222-14	Disputes Concerning Labor Standards	Feb 1988
52.222-15	Certification of Eligibility	Feb 1988
52.222-21	Prohibition of Segregated Facilities	Feb 1995
52.222-26	Equal Opportunity	Mar 2007

FAR Clauses Incorporated by Reference		
Clause	Title	Date
52.222-27	Affirmative Action Compliance Requirements for Construction	Feb 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of Vietnam, and Other Eligible Veterans	Sep 2006
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of Vietnam Era, and Other Eligible Veterans	Sep 2006
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restriction on Certain Foreign Purchases	Feb 2006
52.227-1	Authorization and Consent	Jul 1995
52.227-4	Patent Indemnity - Construction Contracts	Apr 1984
52.227-14	Rights in Data - General - Alternative IV	Jun 1987
52.228-2	Additional Bond Security	Oct 1997
52.228-5	Insurance - Work on a Government Installation	Jan 1997
52.228-11	Pledges of Assets	Feb 1992
52.228-12	Prospective Subcontractor Requests for Bonds	Oct 1995
52.228-14	Irrevocable Letter of Credit	Dec 1999
52.228-15	Performance and Payment Bonds - Construction	Nov 2006
52.229-3	Federal, State, and Local Taxes	Apr 2003
52.232-5	Payments under Fixed-Price Construction Contracts	Sep 2002
52.232-16	Progress Payments	Apr 2003
52.232-17	Interest	Nov 1996
52.232-23	Assignment of Claims	Jan 1986
52.232-27	Prompt Payment for Construction Contracts	Sep 2005
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration	Oct 2003
52.233-1	Disputes - Alternative I	Jul 2002
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.236-2	Differing Site Conditions	Apr 1984
52.236-3	Site Investigation and Conditions Affecting the Work	Apr 1984
52.236-5	Material and Workmanship	Apr 1984
52.236-6	Superintendence by the Contractor	Apr 1984
52.236-7	Permits and Responsibilities	Nov 1991
52.236-8	Other Contracts	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Apr 1984
52.236-10	Operations and Storage Areas	Apr 1984
52.236-11	Use and Possession Prior to Completion	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-13	Accident Prevention – Alternative I	Nov 1991
52.236-14	Availability and Use of Utility Services	Apr 1984
52.236-15	Schedules for Construction Contracts	Apr 1984
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction - Alternative I	Feb 1997

FAR Clauses Incorporated by Reference		
Clause	Title	Date
52.236-26	Preconstruction Conference	Feb 1995
52.242-13	Bankruptcy	Jul 1995
52.243-4	Changes	Jun 2007
52.244-6	Subcontracts for Commercial Items	Mar 2007
52.245-9	Use and Charges	Jun 2007
52.246-21	Warranty of Construction - Alternative I	Mar 1994
52.248-3	Value Engineering - Construction	Sep 2006
52.249-2	Termination for Convenience of the Government (Fixed-Price) - Alternative I	May 2004
52.249-10	Default (Fixed-Price Construction)	Apr 1984
Homeland Security Acquisition Regulation (HSAR) Clauses Incorporated by Reference		
3052.211-70	Index for Specifications	Dec 2003
3052.219-70	Small Business Subcontracting Plan Reporting	Jun 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion of Contract Work	Dec 2003
3052.228-70	Insurance	Dec 2003
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	Dec 2003
3052.242-71	Dissemination of Contract Information	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003

I-2 Clauses Incorporated in Full-Text

The following clauses are incorporated in full-text:

FAR 52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of Clause)

FAR 52.211-12 Liquidated Damages—Construction (Sep 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$476.62 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)

(a) Definition. As used in this clause— "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended ([45 U.S.C. 151-188](#))).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

FAR 52.225-11 Buy American Act - Construction Materials under Trade Agreements (Nov 2006)

(a) Definitions. As used in this clause— “Caribbean Basin country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a-10d](#)) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction

material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of Clause)

FAR 52.228-1 Bid Guarantee (Sep 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00 whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the

contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

HSAR 3052.204-71 Contractor Employee Access (Jun 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of Clause)

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have

substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

"Person, domestic, and foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check One]:

___ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#);

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), which has not been denied; or

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it plans to submit a request for waiver pursuant to [3009.104-74](#).

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

HSAR 3052.215-70 Key Personnel or Facilities (Dec 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Project Manager
Superintendent
Quality Control Representative

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following attachments are included in this contract:

Attachment	Description
A	Specifications
B	Drawings
C	Davis-Bacon Wage Determination VA070048
D	Area A Access Policy for MWEOC
E	Mount Weather Access Application
F	E-Verify Letter
G	Past Performance Evaluation Questionnaire

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K-1 FAR Provisions Incorporated by Reference

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> and <http://farsite.hill.af.mil/VFHSAR1.htm>.

(End of Provision)

The following provisions are incorporated by reference:

FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

FAR 52.236-28 Preparation of Proposals - Construction (Oct 1997)

K-2 FAR 52.204-8 Annual Representations and Certifications (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 2237130.

(2) The small business size standard is \$31,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for

this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-3 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L-1 FAR Provisions Incorporated by Reference

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> and <http://farsite.hill.af.mil/VFHSAR1.htm>.

(End of Provision)

The following provisions are incorporated by reference:

FAR 52.207-1 Notice of Standard Competition (May 2006)

FAR 52.215-1 Instructions to Offerors - Competitive (Jan 2004)

FAR 52.219-24 Small Disadvantaged Business Participation Program - Targets (Oct 2000)

L-2 FAR and HSAR Provisions Incorporated in Full-Text

The following provisions are incorporated in full-text:

FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of Provision)

FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (Jul 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
28%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Loudoun County, Virginia.

(End of Provision)

FAR 52.225-12 Notice of Buy American Act Requirement—Construction Materials under Trade Agreements (Jan 2005)

(a) *Definitions.* “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

FAR 52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Department of Homeland Security
Office of Procurement Operations
Attn: Johnnie Lewis-Banks
245 Murray Lane, SW, Bldg 410
Mail Stop 0350
Washington, DC 20528

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

FAR 52.236-27 Site Visit (Construction) - Alternative I (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for Tuesday, August 26, 2008 at 9:00 a.m.

(c) Participants will meet at 19844 Blue Ridge Mountain, Mount Weather, VA 20135.

(End of Provision)

HSAR 3052-219-71 DHS Mentor-Protégé Program (Jun 2006)

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;

(2) Protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and

(3) Mentor-Protégé agreements, approved by the DHS OSDBU.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the DHS Mentor-Protégé program are eligible for a post-award incentive for subcontracting plan credit. The mentor may receive credit for costs it incurs to provide assistance to a protégé firm. The mentor may use this additional credit towards attaining its subcontracting plan participation goal under the same or another DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. For example, a mentor/large business prime contractor would report a \$10,000 subcontract to the protégé/small business subcontractor and \$5,000 of developmental assistance to the protégé/small business subcontractor as \$15,000. The Mentor and Protégé will submit a signed joint statement agreeing on the dollar value of the developmental assistance and the Summary Subcontract Report.

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

(End of Clause)

L-3 Pre-Proposal Conference and Site Visit

A pre-proposal conference and site visit is scheduled for Tuesday, August 26, 2008 beginning at 9:00 am EST at the Mount Weather Emergency Operations Center, located at 19844 Blue Ridge Mountain, Mount Weather, VA 20135.

Each Offeror is limited to four attendees. The Offeror shall submit the names of their attendees and fill out Section B and C of the form located in Attachment E for each attendee no later than Monday, August 18, 2008 at 3:00 p.m. EST to paula.nusbaum@dhs.gov.

The conference will begin with an opening briefing to be held in Room 405 at 9:00 a.m. At this opening briefing, DHS will discuss some of the major technical, procurement, and security topics of the solicitation.

At the conclusion of the opening briefing, an organized site visit will be lead by DHS.

After the site visit and pre-proposal conference, DHS will prepare an amendment to the solicitation to incorporate the pre-proposal conference PowerPoint presentation and the site visit sign-in sheet.

Remarks and explanations made at this conference shall not qualify the terms and conditions of the solicitation, nor are they to be construed as changes to the solicitation or specifications. Changes to the terms and conditions, if any, shall be made in the form of a formal written amendment to the solicitation.

L-4 Questions and Amendments

The Offeror shall e-mail all questions or concerns to the following e-mail addresses: paula.nusbaum@dhs.gov and johnnie.lewis-banks@dhs.gov.

All questions pertaining to this requirement must be submitted by Tuesday, September 2, 2008 1:00 PM EST. Questions asked over the telephone or on voicemail will not be accepted as formal questions for this requirement and will not be addressed in any amendments to the solicitation.

All questions received will be addressed through formal amendments to the solicitation and will

be electronically sent to the Offerors and posted on FedBizOpps.

The Department of Homeland Security recommends that Offerors ensure that questions are written to enable a clear understanding as to the Offerors issues or concerns with the referenced area of the solicitation. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries or comments for this purpose and will not receive a response from DHS.

Prospective Offerors are cautioned against contacting the COTR or other Government technical personnel in regard to this solicitation prior to award of this procurement. The Offeror making such a contact may be excluded from award consideration.

L-5 Proposal Content

The proposal consists of two volumes. Volume I is the Technical Proposal and Volume II is the Business Proposal.

L-6 Volume I Technical Proposal

The technical proposal shall demonstrate that the Offeror's meets the minimum requirements to perform the services outlined in the solicitation. The Offeror shall not include any pricing information in the technical proposal.

The Offeror shall discuss their ability to satisfy the requirements defined in Section C by addressing the following three parts in their technical proposal:

Part One – Key Personnel Experience

The Offeror shall provide resumes for the Project Manager, Superintendent, and Quality Control Representative that demonstrate that they meet or exceed the following criteria:

- Minimum 5 years experience within the past 10 years of 12.5 KV, low-voltage and electrical control systems including but not limited to emergency generation, switchgear and related equipment.
- Minimum 5 years experience within the past 10 years with architectural, structural, mechanical and civil construction.
- Minimum 5 years experience within the past 10 years with installation of high and low voltage electrical systems.
- Minimum 5 years experience within the past 10 years with control and monitoring of electric equipment.
- Minimum 5 years experience within the past 10 years with civil engineering trades including but not limited to sitework, demolition, paving, underground storage tanks and restoration.

Part Two – Participation in E-Verify, SDB, and DHS Mentor-Protégé Programs

The Offeror shall:

- address the extent to which they participate in the E-Verify Program. Firms may register

for the E-Verify Program on-line at: <https://www.vis-dhs.com/employerregistration/>. This site provides instructions for completing the Memorandum of Understanding (MOU) required for official registration in the E-Verify Program. Offerors may obtain additional information about E-Verify by visiting the U.S. Citizen and Immigration Services (USCIS) website at: <http://www.dhs.gov/e-verify> or by calling USCIS at 1-888-464-4218.

- demonstrate the extent to which Small Disadvantaged Business (SDB) concerns are identified in the proposal OR the Offeror's written commitment to use SDB concerns in the proposal; and
- discuss current or planned participation in the DHS Mentor-Protégé Program as defined in HSAR 3052.219-72. If the Offeror is enrolled in the DHS Mentor-Protégé Program they shall provide a signed letter of Mentor-Protégé Program approval by the DHS Office of Small Disadvantaged Business Utilization. Agreements approved by other agencies are not acceptable. Please visit the following website for more information about the DHS Mentor-Protégé Program:
http://www.dhs.gov/xopnbiz/smallbusiness/editorial_0716.shtm.

Part Three - Past Performance

The Offeror shall:

- cite federal, state, local government, or commercial sources, and should highlight the company's key role in the past performance being documented. This information shall consist of a 1 page introductory matrix listing the offerors' and its critical subcontractors' past performance references. The offeror shall provide a minimum of 5 references. In addition, the offeror may submit a minimum of 5 references for subcontractors who are expected to perform aspects of this effort that the Offeror considers critical to overall successful performance. The Offeror should include rationale supporting the assertion of relevance for each reference. These references should also be from different contracts. To be considered, past performance data may not be older than 6 years from the date of the proposal, and may include active contracts. Further, offerors should include a list of all relevant DHS on-going contracts or contracts completed for the specified period;
- provide past performance references as a prime contractor or first-tier subcontractor on previous or current projects/tasks that demonstrate experience similar in size, scope, and complexity to the work identified in the Statement of Work. Past performance does not necessarily have to be Government-related; but it is important to demonstrate and provide evidence of past performance for work **similar** to that described in the RFP. The Offeror is required to clearly demonstrate management actions implemented to overcome problems and the effects of those actions, in terms of improvements achieved or problems solved; and
- forward Attachment G - Past Performance Questionnaire to their references. The references shall forward their completed questionnaires to the Contract Specialist, NOT BACK TO THE OFFEROR. The questionnaires shall be delivered via email directly from the Offeror's references to paula.nusbaum@dhs.gov.

The Government reserves the right to use publicly available reports and data from the Past Performance Information Retrieval System (PPIRS) found on the web at <http://www.ppirs.gov/>. The Government may also use present and/or past performance data obtained from a variety of sources, not just those contracts identified by offerors.

For each reference, provide:

- a. Reference Name (Company or Entity)
- b. Program Title
- c. Contracting Agency/Private Company
- d. Contract Number/Task Order Number (if applicable)
- e. Brief description of the contract effort, including results and successes
- f. Type of Contract
- g. Period of Performance
- h. Original contract dollar value and current or actual dollar value
- i. Actual completion date
- j. Contact names, addresses, telephone numbers, Fax numbers and e-mail addresses of current, or last (if contract completed) Program Director/Manager and/or Contract Manager.

Please Note: If applicable, the Offeror shall submit a certification stating that they have no past performance. The certification is due with the proposal submission. The certification shall be in a separately sealed envelope clearly marked with a notation indicating past performance certification and the solicitation number HSHQDC-08-R-00070. Offeror's certifying no relevant past performance will receive a neutral rating that neither improves nor detracts from the overall rating.

L-7 Volume II Business Proposal

The Offeror shall include the following information in their business proposal:

Cover Sheet

The cover sheet shall include: offeror name and address, Dun & Bradstreet Number (DUNS), North American Industrial Classification System Code (NAICS), full name, telephone number, and e-mail address of primary and one alternate individual with authority to negotiate with the Government.

Pricing

The SF1442 is required to be returned with blocks 14, 15, 16, 17, 19, 20a, 20b, and 20c filled in by the Offeror. The Offeror shall also fill in column F for CLIN 0001.

Assumptions and/or Exceptions

The Offeror shall note any assumptions or exceptions taken to the solicitation.

FAR and HSAR Provisions/Clauses

The Offeror shall fill out and submit the following FAR and HSAR provisions and clauses:

FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

Bid Bond

The Offeror is required to submit a notarized bid bond in accordance with FAR 52.228-1 Bid Guarantee (Sep 1996) located in Section I.

Subcontracting Plan

The Offeror (other than small businesses) shall prepare and submit a subcontracting plan, as prescribed in FAR 52.219-9. The Department of Homeland Security subcontracting goals, by category, are as follows:

Total Subcontracting Dollars	
Category	Percentage
SB Subcontracts	40.0%
SDB Subcontracts	5.0%
WOSB Subcontracts	5.0%
HUBZone Subcontracts	3.0%
SDVOSB Subcontracts	3.0%

The goals stated are applicable to this procurement and should be utilized for developing a subcontracting plan in response to this RFP. An acceptable plan shall contain goals, which demonstrates their good faith efforts to provide the maximum practical opportunity for small businesses, small disadvantaged businesses, women-owned small businesses, HUBZone small businesses, and service disabled veteran-owned small businesses to participate in the performance of any resultant contract. In addition, Offerors shall also provide a record of previous performance in carrying out the goals of subcontracting plans by including a copy of its most recent SF294 and SF295 subcontract reports. If the Offeror has had no previous contracts requiring a subcontracting plan, please include a statement to that effect in the proposal.

L-8 Notification to Offerors of Contractor Support Services in Support of the Selection Process

(a) Offerors are advised that employees of the firms identified below may serve as Source Selection Organization members in the source selection process. These individuals will be authorized access to only those portions of proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition and from scoring or rating of proposals or recommending the selection of a source.

Cervantes & Associates
3701 Pender Drive
Suite 110
Fairfax, VA 22030
703-691-4114

(b) In accomplishing their duties related to the source selection process, the aforementioned firms may require access to proprietary information contained in the offerors' proposals. Therefore, pursuant to FAR 9.505-4, these firms must execute an agreement with each offeror that states that they will (1) protect the offerors' information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each offeror must contact the above companies to effect execution of such an agreement prior to submission of proposals. Each offeror shall submit copies of the agreement with its proposal.

L-9 Proposal Format

The Offeror shall submit their proposals in two separate volumes. The Offeror shall follow the guidelines in the chart below in preparing their proposal:

Proposal	Title	Page Limitation
Volume I	Technical Proposal	25 Pages
Volume II	Business Proposal	15 Pages

The Offeror shall submit electronic copies of their proposal to paula.nusbaum@dhs.gov.

L-10 Proposal Due Date and Delivery

Proposals are due on Friday, September 12, 2008 no later than 1:00 PM EST.

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 Overall Evaluation Process

Source selection evaluation will be conducted and selection will be made in accordance with the law and regulations, to include the RFP, FAR, HSAR, HSAM and DHS Management Directives. Award will be made to the Offeror whose proposal is the lowest price technically acceptable.

M-2 Volume I Technical Proposal Evaluation Process

The Offeror's proposal will be evaluated utilizing the technical criteria set forth in L-6.

Technical Evaluation Proposal (except Past Performance)

The technical evaluation proposal, except for the Past Performance, will be rated as follows:

Rating	Symbol	Description
Acceptable	A	The Offeror meets the minimum requirements of the RFP.
Unacceptable	U	The Offeror fails to meet the requirements.

The following HSAR provision applies to Part Two – Participation in E-Verify, SDB, and DHS Mentor-Protégé Programs (see L-6):

HSAR 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor-Protégé Program (Jun 2006)

This solicitation contains a source selection factor or subfactor regarding participation in the DHS Mentor-Protégé Program. In order to receive credit under the source selection factor or subfactor, the offeror shall provide a signed letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU) before initial evaluation of proposals. The contracting officer may, in his or her discretion, give credit for approvals that occur after initial evaluation of proposals, but before final evaluation.

(End of Provision)

Past Performance

For Past Performance, the Offeror's proposal will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements **similar in size and scope** of this solicitation. The Government may choose to evaluate publicly available reports, and/or data from the Contractor Performance System (CPS). The Government may use present and/or past performance data obtained from a variety of sources, not just those contracts identified by offeror. The information gathered for past performance may also be used in the responsibility determination.

The Government will review all past performance data submitted with the proposal and will contact all of the referenced companies/organizations and others to verify past performance information.

Past Performance will be rated as follows:

Rating	Symbol	Definition
Acceptable	A	The Offeror's record of past performance indicates it is not likely to have problems meeting the requirements of the RFP. Past performance surveys and the Offeror's experience indicate the Offeror is capable of meeting the requirements of the RFP.
Unacceptable	U	The Offeror's record of past performance indicates it is likely to have problems meeting the requirements of the RFP.
Neutral	N	No past performance/experience available for evaluation. Offeror has asserted that it has no directly related or relevant past performance experience. Proposal receives no merit or demerit for this factor.

M-3 Volume II Business Proposal Evaluation

DHS will conduct a price analysis of the Offeror's proposal using one or more of the techniques specified in FAR 15.404-1(b).

M-4 Basis of Award

Award will be made to the Offeror that is determined to be the lowest price technically acceptable.

The Government may award a contract without discussions, according to the provisions of FAR 15.306(a). Accordingly, each initial offer should include the most favorable and advantageous price, technical, and past performance that the Offeror can submit to the Government.